

TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS

effective from the 12th of November 2024

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I. DEFINITIONS

1. Capitalized words or phrases shall have the meanings as defined below:

- **“Access Password”** – access password to the Event Page or the first step of the Purchase Process, single or multiple-use, provided by TIXY or the Organiser.
- **“Account”** – a service provided by electronic means that enables the Customer to access the functionalities of the TIXY Platform, in particular such as access to profile information, managing the Ticket, changing the password.
- **“Bearer Ticket”** – electronic personal Ticket purchased as part of the Purchase Process, during which as part of the Ordering Process, in the "Data on tickets" step, the User provides only the personal details of the person placing the Order, which will appear on all Tickets purchased in the same Purchase Process. More on Bearer Tickets in Section IV paragraphs 22-23.
- **“C.C.”** – Act of 23 April 1964 – Civil Code (consolidated text: Polish Journal of Laws of 2022, item 1360, as amended).
- **“Code of Misdemeanours”** – Act of 20 May 1971 Code of Misdemeanours (consolidated text: Polish Journal of Laws of 2022, item 2151, as amended).
- **“Consumer Rights Act”** – Act of 30 May 2013 on consumer rights (consolidated text: Polish Journal of Laws of 2020, item 287, as amended).
- **“Customer(s)”** – a User, not being an Organiser, who uses the TIXY Platform to purchase Tickets to Events or to obtain information about Events. The Customer may be a natural person, a legal person or an organisational unit without legal personality that has been granted legal capacity by an act, as well as a natural person acting for and on behalf of a legal person or an organisational unit without legal personality that has been granted legal capacity by an act. The Customer may carry out activities as a logged-in or a non-logged-in User.
- **„Discount Code”** – a code entitling to a discount on the purchase of a Ticket for an Event or Events, granted by TIXY or the Organiser. The Discount Code may be in the form of a percentage or amount reduction in the price or in the form of a specific price for the Ticket. The use of a Discount Code may be limited in time and/or number (up to a certain number of transactions and/or a certain number of Tickets within a single transaction).
- **“Event”** – an event of an entertaining, sporting or cultural nature that the Customer may purchase Tickets for via the TIXY Platform.
- **“Event Page”** – the page on the TIXY Platform where the relevant Event has been described, in particular its title, venue, date and the Organiser, at the Organiser's request, in the case of selected Events, access to the Event Page is possible only after providing a dedicated Access Password.
- **“Event Terms and Conditions”** – terms and conditions relating to an Event, , made available on the Organiser's website and for selected Events, available at the link as part of the indicated consent during the Ordering Process and via the link delivered to

the Customer together with these Terms and Conditions and the link to the Ticket in the email confirming the purchase of the Ticket.

- **"GDPR"** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- **"Material Change to an Event"** – a change in the material characteristics of the Event, in particular a change in the date and/or venue of the Event, which results in the Event becoming a significantly different one than the Customer might have expected. A Material Change to an Event does not include a change in casting to replacement, a change in the composition of an ensemble and/or programme of an Event involving several performers, changes of additional performances, changes in the opening hours of the gates before the start of the Event.
- **"Ordering Process"** – the process consisting in the Customer providing all the details required by TIXY regarding the purchase of the Tickets selected by the Customer in a specific Purchase Process (specification of the order details), which includes the steps from the moment the Customer (including the one not logged in) clicks the "Reserve" button (or another equivalent button) to the moment the Customer proceeds to the page where they can make payment using the selected payment method, after clicking the "Order with payment obligation" button (or another equivalent button). Partial Booking may be the part of the Ordering Process.
- **"Organiser"** – the entity that sells and distributes Tickets for the Events it organises via the TIXY Platform.
- **"Organiser's Terms and Conditions"** – terms and conditions made available by the Organiser, which apply to the Event(s) organised by the Organiser and, in particular, set out the rules for the conduct of that Event applicable between the Organiser and the Customer.
- **"Partial Booking"** – a booking where TIXY has reserved, in the favour of a Customer (including the one not logged in Customer), upon the Customer's clicking the "Reserve" button (or another equivalent button), only part of the Tickets that the Customer has picked, due to the unavailability of the remaining Tickets picked by the Customer.
- **"Participant"** – a person participating in an Event due to possessing a Ticket.
- **"Payment Process"** – a process which involves steps from the moment the Customer clicks the "Order with payment obligation" button (or another equivalent button), makes payment for the Ticket using the specified payment method, and is completed when the Payment Service Provider records the receipt of monies from the Customer for the payment of the Ticket price.
- **"Payment Service Provider"** – a third party providing services to enable payments in connection with the Payment Process on the TIXY Platform.
- **"Payment Service Provider Terms and Conditions"** – terms and conditions for the use of the services provided by the Payment Service Provider.
- **"Personal Ticket"** – electronic personal Ticket purchased as part of the Purchase Process, during which as part of the Ordering Process, in the "Personal tickets data" step, the User provides the personal details of a specific Participant who will

participate in the Event on the basis of the Ticket. More about Personal Tickets in Section IV paragraphs 24-26.

- **"Privacy Policy"** – a document available at the link www.tixyapp.com/privacy-policy, containing information on the TIXY's processing of personal data.
- **"Proof of Purchase" / "Proof of Ticket Purchase"** – Ticket, invoice, payment identifier assigned during the Payment Process, printout of a bank transfer confirmation or other document confirming the conclusion of the Sales Contract.
- **"Purchase Process"** – the process which includes the steps (i) from the moment the Customer (including the one not logged in), clicks the "Buy TIX" button (or another equivalent button), (ii) the Ordering Process and (iii) the Payment Process.
- **"Sales Contract" / "Ticket Sales Contract"** – a distance contract for the sale of an Event Ticket, concluded between the Customer and TIXY via the TIXY Platform.
- **"Service Fee"** – a variable fee (payable to TIXY by the Customer for the servicing of, among other things, the Ordering Process) which is included in the price of the Ticket presented on the TIXY Platform. The amount of the Service Fee is transparently presented to the Customer on the TIXY Platform, in particular on the Event Page and in the course of the Purchase Process next to the Ticket price.
- **"Terms and Conditions"** – this document constituting Terms and Conditions for the Purchase of Tickets via TIXY Platform.
- **"Terms and Conditions for the Provision of Services by Electronic Means"** – terms and conditions concerning the use of the Platform's functionalities by Users, available at the address <https://tixyapp.com/terms>.
- **"Ticket(s)"** – confirmation of the right to participate in a selected Event. Depending on the type of Event and the Organiser's decision, a Ticket may be an electronic Personal Ticket or an electronic Bearer Ticket. A Ticket shall be purchased in accordance with the rules specified in these Terms and Conditions. A pass, admittance ticket, invitation and other forms of documents confirming the right to participate in a selected Event shall also be understood as the "Ticket". On the TIXY Platform, a Ticket is referred to as "TIX".
- **"Ticket Purchase Limit"** – a limit on the number of Tickets that can be purchased by one Customer for a particular Event.
- **"TIXY"** – the operator of the TIXY Platform, whose details are specified in Section II paragraph 1 of these Terms and Conditions.
- **"TIXY Platform"** – online platform used in particular for the conclusion of Sales Contracts for Event Tickets, available at the address: www.tixyapp.com.
- **"User"** – any entity using the TIXY Platform, i.e. an Organiser and a Customer.
- **"VAT Act"** – Act of 11 March 2004 on Goods and Services Tax (consolidated text: Polish Journal of Laws of 2022, item 931, as amended).
- **"Venue Terms and Conditions"** – terms and conditions governing the use of the venue where the Event is to take place.
- **"Working Days"** – days from Monday to Friday inclusive, except for public holidays in Poland.

The explanation of the terms expressed above in the singular shall also apply if these terms are used in the plural (and vice versa).

II. CONTACT INFORMATION

1. The entity responsible for the operation of the TIXY Platform is TIXY sp. z o.o. operating and registered at the address Rynek 6, Cieszyn (43-400) entered into the Entrepreneurs Register of the National Court Register kept by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register, KRS no. 0000801016, NIP [Tax Identification Number] 5482726872, REGON [Statistical Identification Number] 384257448, share capital amounting to PLN 50 000.
2. The Customer may contact TIXY as follows:
 - a) by email sent to the address: kontakt@tixyapp.com.
 - b) by telephone on Business Days between 9:00 a.m. and 5:00 p.m. by calling the number: +48 573 336 666.
3. The call charge for a connection with the contact number indicated in Section II paragraph 2 point b) of these Terms and Conditions shall be in line with the service provider's price package used by the Customer.

III. GENERAL PROVISIONS

1. These Terms and Conditions set out, in particular, terms and conditions regarding the conclusion of Ticket Sales Contracts via the TIXY Platform. The Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the rules of participation in the Event may impose additional obligations on the Customer.
2. The Customer acknowledges that the Organiser of an Event is the entity solely responsible for the organisation and conduct of the Event. Each Organiser is an entrepreneur who, among other things, plans, organises, promotes and conducts the Event within the scope of its business activities.
3. The Organiser's name can be found on the Event Page on the TIXY Platform
4. Every Customer, before concluding a Sales Contract, shall read and accept these Terms and Conditions and the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the terms of participation in the Event.

5. Before purchasing a Ticket, the Customer shall familiarise themselves with the details of the Event in question, because participation in certain Events, due to special effects used during the Event (e.g. sound, visual, audio-visual, light, pyrotechnic effects) may be contraindicated for some Customers due to health reasons.
6. After purchasing a Ticket, the Customer is obliged to check the Event Page, follow the announcements released by the Organiser and check their email (in particular immediately prior to the Event) in order to familiarise themselves with any updates regarding the Event.
7. In the case of any discrepancy between these Terms and Conditions and the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the terms of participation in the Event, these Terms and Conditions shall prevail, except for the provisions of these Terms and Conditions which reserve the precedence of the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the terms of participation in the Event.
8. The Customer has free access to these Terms and Conditions at any time and place and may download it and make a printout thereof. The up-to-date and previous versions of the Terms and Conditions are always available on the website of the TIXY Platform at the address <https://tixyapp.com/terms>. A link to the version of the Terms and Conditions in force on the date of purchase of the Ticket is sent to the Client in the email message referred to in Section IV paragraph 6 point c) of these Terms and Conditions, together with a link to the purchased Ticket.
9. In the course of the Purchase Process, the Customer is obliged to comply with the provisions of these Terms and Conditions, Terms and Conditions for the Provision of Services by Electronic Means and the Payment Services Provider's Terms and Conditions to the extent they are applicable.
10. It is prohibited for the Client to provide content of an unlawful and misleading nature, as well as to undertake actions that may damage or disrupt the operation of the TIXY Platform.
11. It is also prohibited for the Customer to purchase Tickets using, in order to circumvent and/or bypass the Ticket Purchase Limit or other rules applicable to the purchase of Tickets, software enabling the Customer to circumvent and/or bypass the technical measures or exceed the technical limits indicated by TIXY. TIXY reserves the right to cancel Tickets purchased in the manner described in the preceding sentence.
12. Tickets may be sold with certain restrictions (e.g. as to the age of the Participants), which the Organiser should indicate to the Customers on the Event Page and/or in the



Organiser's Terms and Conditions and/or Event Terms and Conditions and/or other guidelines setting out the rules of participation in the Event. Additional restrictions may also be indicated in the Venue Terms and Conditions. In the event of age restrictions, in addition to the mentioned restrictions, the Organiser may also indicate a template of the legal guardian's declaration of consent to the participation of a given Participant in the Event on the Event Page, which the Participant is obliged to fill in and bring to the event.

13. **The information contained on the TIXY Platform with respect to Events and Tickets do not constitute an offer within the meaning of Article 66 § 1 of C.C.,** but an invitation to conclude an agreement within the meaning of Article 71 of C.C.
14. Persons under the age of 18 shall be entitled to conclude contracts without the legal guardian's consent only with regard to agreements commonly made in petty current matters of quotidian life. It is recommended that the legal guardian having custody of a person under the age of 18 prevents unauthorised use of technical devices, unauthorised access to the TIXY Platform or unauthorised payment on the TIXY Platform.

IV. PURCHASE OF TICKETS

[Introduction]

1. A Ticket may be purchased:
 - a) without having an account on the TIXY Platform,
 - b) having an account on the TIXY Platform.
2. A Customer using the TIXY Platform and purchasing a Ticket on behalf of or for a third person declares that they are authorised to act for and on behalf of that third person.

[Conclusion of the Sales Contract]

3. In order to purchase a Ticket on the Platform, the Customer shall proceed as follows:
 - a) access the Event Page on the TIXY Platform and click the "Buy TIX" button (or another equivalent button), which commences the Ordering Process related to the obligation to pay.

- b) proceed to the Ordering and Payment Process, i.e.
 - i. select the Ticket they are interested in, for Events without assigned seats – select its type and number from the list, or for Events with assigned seats – select the seat or seats from the scheme and click the "Reserve" button (or another equivalent button);
 - ii. select the "Buy without registration" method or optionally provide personal data necessary to: (i) log in (if the Customer already has an Account) or (ii) register (if the Customer does not have an Account and wants to register when purchasing a Ticket);
 - iii. enter the data necessary to purchase the Ticket (or part of those data if the Customer is logged in), including their data required to complete the Purchase Process, and in the case of Personal Tickets, after going to the "Personal tickets data" step, the data of all Event Participants for whom the Customer purchases Tickets;
 - iv. tick the required in this respect declarations of having read and accepted the necessary terms and conditions, in particular these Terms and Conditions, the Terms and Conditions for the Provision of Services by Electronic Means, the Privacy Policy and (depending on the Event) the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the conditions of participation in the Event,
 - v. select the payment method for the Ticket that suits the Customer, and provide the Discount Code, if the Customer has one and wishes to use it;
 - vi. click the button "Order with payment obligation" (or another equivalent button), as a result of which the Customer, depending on his/her selection of the payment method, will stay on the TIXY Platform or will be redirected from the TIXY Platform to the website where he/she will be able to make payment using the selected payment method. Clicking the button "Order with payment obligation" (or another equivalent button) demonstrates the Customer's willingness to be bound by the distance contract and means the placement of the order with the obligation to pay,
 - vii. make payment using the selected payment method.
4. The Sales Contract is concluded at the moment of TIXY's delivery to the Customer of an email informing about the completion of the order along with a link to the Ticket, which will be the same as the proper completion of the Purchase Process and the conclusion of the Sales Contract. In the email, along with a link to the Ticket, the Customer will be sent a link to these Terms and Conditions and, in selected cases, a link to the Event Terms and Conditions.
5. The email message referred to in Section IV paragraph 4 of these Terms and Conditions shall be sent to the email address which is assigned to the Customer's

- Account or which is provided during the Ordering Process by a Customer not logged in.
6. The condition for the conclusion of the Sales Contract is:
 - a) receipt by the Payment Service Provider of funds from the Customer for payment of the Ticket price,
 - b) verification by TIXY of its ability to execute an order placed in the Ordering Process, and
 - c) sending by TIXY an email informing about the completion of the order (conclusion of the Sales Contract between the Customer and TIXY) and containing a link to the Ticket.
 7. If at least one of the conditions specified in Section IV paragraph 6 of these Terms and Conditions is not fulfilled, the Sales Contract shall not be concluded. In such a case, if the Customer has made a payment of the Ticket price, the money shall be returned to the Customer in accordance with Section XII paragraph 9 of these Terms and Conditions, no later than within 14 days from receiving information about the refusal to conclude the Sales Contract with TIXY.
 8. The Customer shall exercise due diligence when entering the data during the Ordering and Payment Process. Entering incorrect data may result, for example, in the Ticket being sent to the wrong email address or in the Participant's inability to be verified when entering the Event. TIXY shall not be liable for the Customer's providing incorrect data.
 9. Where a Customer, after purchasing a Ticket, finds that they have provided incorrect data during the Ordering Process, they can change it in line with Section IV paragraphs 27-33 of the Terms.
 10. The Customer shall not make available to unauthorised persons, copy or duplicate the Ticket, the QR code or the Ticket ID visible on the Ticket.
 11. It is prohibited to offer Tickets to an Event as a prize in a promotional campaign (contest, bonus sale, promotional lottery, loyalty programme) and other campaigns of a similar nature without the prior consent of TIXY or the Organiser, even if the Tickets would be offered free of charge.
 12. It is prohibited to combine a Ticket with any type of service (in particular hotel, travel, accommodation services) or goods in order to create a package, without the prior consent of TIXY or the Organiser.

13. The purchase of Tickets for the purpose of reselling them at a profit or the sale of Tickets at a profit is unlawful and constitutes a misdemeanour described in Article 133 of the Code of Misdemeanours.

[Clock]

14. The Ordering Process and the Payment Process are time-limited.
15. **From the moment the Customer clicks the "Reserve" button (or another equivalent button), the Customer will have a certain amount of time to complete the Ordering Process and the Payment Process together.**
16. The time limit to complete the Ordering Process and the Payment Process together is counted down by a clock placed in a visible position in the Ordering Process. The clock shall be visible throughout the whole Ordering Process until the start of the Payment Process.
17. The time limit for the Ordering Process and the Payment Process includes the time taken to make a decision in relation to a Partial Booking.
18. The time limit may be changed by the Organiser in respect of a particular Event.
19. The Customer shall not continue with the Ordering Process or the Payment Process if the time limit has expired and the Customer has not completed them correctly within the indicated time limit. TIXY shall not be liable for damages incurred by the Customer if the Customer has paid the Ticket price on the Payment Service Provider's website despite the expiry of the time limit set on the TIXY Platform for the passage of the Ordering Process and the Payment Process together.
20. Once the time limit for completing the Ordering Process and the Payment Process together has expired, the Purchase Process and Ticket booking process are cancelled and the Tickets selected by the Customer in the Ordering Process shall become available for sale again.
21. Countdown of the time limit to go through the Ordering Process and Payment Process together is essential as it allows the management of a limited number of Tickets available for an Event without blocking the availability of Tickets to other Customers, especially in the case of multiple Customers willing to purchase them.

[Bearer Ticket]

22. The Customer is obliged to provide their personal data during the Ordering Process. The Customer's personal details will appear on all Tickets purchased in the same Purchase Process.
23. The person whose personal data has been provided in the Ordering Process shall inform the Participants of the Event about the provisions in these Terms and Conditions, especially the rules concerning the Event, the cancellation of the Event or a Material Change to the Event.

[Personal Ticket]

24. The Organiser may decide that Tickets for a given Event will be sold with a requirement to provide the name of each Participant, and this information may be verified upon entry. The Customer is responsible for the accuracy and completeness of the personal data provided for other individuals, as well as ensuring that its processing complies with GDPR, including the transfer of such data to TIXY.
25. Only the Participant whose personal details have been provided on the Ticket during the Purchase Process or through the data modification process on the Ticket may participate in the Event.
26. All Tickets purchased within a single Purchase Process are sent to the email address provided during the Ordering Process. Any data changes or Ticket returns can only be made by the Customer who completed the Purchase Process.

[Data Change on the Ticket]

27. A data change includes only the modification of the name and surname on the Ticket. It cannot involve changing the email address provided during the Ordering Process to a different email address. Email address changes are limited to the correction of minor errors and typos. In the case of an incorrect email address, please contact TIXY according to the Section IV paragraph 45 of these Terms and Conditions.
28. **TIXY permits changes to personal details provided during the Ordering Process up to 24 hours before the start of the Event. The Event Organiser may decide to disable the option to change Ticket data at any time, for which TIXY bears no responsibility.** After this deadline, changes to Ticket data are no longer possible.
29. To change the data on a Ticket, contact TIXY by sending an email to biletty@tixyapp.com, including the order number, the TIX ID number visible on the



Ticket or the payment identifier assigned during the Payment Process, the phone number provided during the Ordering Process, and the name and surname of the person who will attend the Event. For registered Users, changes can also be made as specified in Section IV, paragraph 30 of these Terms and Conditions. To authenticate the order, TIXY team may request additional information needed to confirm the Customer's Ticket purchase.

30. A registered User who has purchased Tickets through their Account can change the Ticket data via the TIXY Platform under the "My TIXes" section (or an equivalent).
31. Depending on the Event, data changes may apply to a single Ticket or all Tickets purchased within a single Purchase Process for which the Customer is making the change.
32. Changing personal data on the Ticket will invalidate previously generated Tickets from the Purchase Process and generate new Tickets with unique TIX IDs.
33. The Event Organiser may determine the conditions and process for changing personal data on the Ticket, including any fees for such changes. These details may be outlined in the Organiser's Terms and Conditions or the Event Terms and Conditions.

[Partial Booking]

34. In the case of a Partial Booking the Customer can:
 - a. purchase only the available Tickets (this option is only available for Tickets for assigned seats),
 - b. keep the booking of available Tickets and add other Tickets to the booking (this option is only available for Tickets for unassigned seats),
 - c. cancel the Sales Contract with TIXY and exit the Purchase Process without purchasing any Tickets.

[Ticket Purchase Limit]

35. Platform TIXY enforces a Ticket Purchase Limit within a single Ordering Process, allowing a maximum of 6 Tickets of a given type per Customer for Tickets without assigned seating, or 6 Tickets within a single Ordering Process for Tickets with assigned seating.

36. If a Customer wishes to purchase more than the allowed number of Tickets of a given type, a new Purchase Process must be initiated. For selected Events, the Organiser may adjust the Ticket Purchase Limit or introduce additional limits on the number of Tickets that can be purchased by a single Customer and/or using one credit or debit card. Customers will be informed of such changes on the Event Page and/or in the Event Terms and Conditions. For orders exceeding the Ticket Purchase Limit, the procedure outlined in section IV paragraph 38 of these Terms applies.
37. The Customer must not circumvent and/or bypass the Ticket Purchase Limit. In particular, the Customer must not circumvent and/or bypass the Purchase Limit relating to the purchase of Tickets by one Customer and/or with one credit card by way of creating additional Accounts by the same Customer, or by using bots, other tools or software. TIXY reserves the right to cancel Tickets purchased in excess of the Ticket Purchase Limit referred to in the preceding sentence.

[Group Order]

38. If the Customer wishes to order Tickets over the Ticket Purchase Limit (group order), the Customer should create an account on the TIXY Platform and then contact TIXY by sending an email to: bilety@tixyapp.com.

[People with disability]

39. A person with disability or a carer of a person with disability may be offered the opportunity to purchase a Ticket at a reduced price.
40. In order to purchase a Ticket for a person with disability or a carer of a person with disability, it is necessary to contact TIXY by sending an email to: ozn@tixyapp.com.

[Verification]

41. At the time of entry to the Event, the Ticket will be subject to verification, which consists of checking the correctness of the Ticket by scanning, while the case of Personal Tickets checking may include verification whether the personal data provided on the Ticket matches the personal data contained in the identity document of the Participant. In the case of identifying a discrepancy between the personal data provided on the Ticket and the personal data contained in the identity document, or in the case of refusal to undergo such verification, the entity responsible for verifying

Tickets or the Event Organiser may refuse the person in question to participate in the Event.

42. **The Customer shall be responsible for the proper functioning of the mobile device on which they present the Ticket for verification when entering an Event.**
43. The QR code on the Ticket will automatically activate 24 hours before the Event. Until that time, the QR Code on the Ticket will be covered with a padlock symbol, thus inactive and impossible to scan. The Customer should not alter the Ticket in any way, including printing, especially with the QR Code locked. At the entrance to the Event, the Customer is obliged to produce the Ticket with the QR Code without the padlock, which is necessary to verify the Ticket and participate in the Event.
44. The Ticket entitles the person **to enter the Event once**, unless otherwise indicated in the Organiser's Terms and Conditions and/or Event Terms and Conditions and/or Venue Terms and Conditions and/or other guidelines specifying the rules of participation in the Event.
45. If the Customer has any problems with the Ticket, especially in case of not receiving an email with the Ticket link – please contact TIXY immediately by sending an email to: biletyn@tixyapp.com or by calling to the phone number: +48 573 336 666 – helpline open Monday to Friday 9:00am – 5:00pm.

V. THE TICKET PRICE

1. The Tickets prices on the TIXY Platform are presented in Polish zlotys (PLN) and are gross prices (VAT inclusive).
2. **The Ticket price includes the Service Fee.** The amount of the Service Fee is transparently presented to the Customer on the TIXY Platform, in particular on the Event Page and in the Purchase Process next to the Ticket price.
3. Ticket prices may vary, in particular depending on the type of Ticket pool, discount granted or used a Discount Code.
4. Prices of Tickets and the number of Tickets for sale may change before and during their sale on the TIXY Platform. The Ticket prices, the number of Tickets for sale and any changes thereto shall be decided and made by the Event Organiser.
5. The Ticket price is binding from the moment of clicking the “Reserve” button (or another equivalent button) during the Ordering Process and will not be changed until the completion of the relevant Purchase Process, unless a Customer decides to use a Discount Code, which lowers the Ticket price. TIXY declares that clicking the

“Reserve” button (or any other equivalent button) followed by the locking of the Ticket price within the framework of the Ticket Purchase Process initiated, does not constitute an offer within the meaning of C.C. In the event of interruption of a given Ordering Process or Payment Process as a result of the Customer's resignation from purchasing a Ticket, exceeding the time allowed for the completion of a given Ordering Process or Payment Process or for any other reason, clicking the “Reserve” button again shall be considered as the commencement of a new Ordering Process. The Customer retains the right to use a given Discount Code if the Purchase Process has not been successfully completed.

6. TIXY shall not be liable for the lack of Tickets or the non-availability of Tickets at the price at which the Customer was able to purchase them during the previous Purchase Process which was interrupted.

VI. VAT INVOICE

1. A Customer who wants to receive a VAT invoice for the purchase of a Ticket must declare it by ticking the “I want to receive an invoice” option (or another equivalent one) during the Ordering Process, indicate whether the purchase is related to a business activity and fill in the data necessary to issue a VAT invoice.
2. By requesting a VAT invoice, the Customer agrees to receive the invoice in the electronic form of a PDF file to the email address assigned to the Customer Account or indicated during the Ordering Process when purchasing without logging in or registering.
3. The invoice will be delivered in accordance with the terms and within the timeframe stipulated in the VAT Act, i.e. no later than the fifteenth day of the month following the month in which the Payment Service Provider has recorded the receipt of the Customer's funds for payment of the Ticket price.

VII. PAYMENT

1. The following entities are the Payment Service Providers:
 - a) as regards the forms of payment referred to in Section VII paragraph 3 points a) and b) of these Terms and Conditions: Krajowy Integrator Płatności S.A. with its registered office in Poznań, Plac Andersa 3, 17th floor, 61-894 Poznań, entered into the National Court Register by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Division of the National Court Register under KRS no.: 0000412357, NIP: 7773061579, REGON: 300878437, share capital PLN 5,494,980, paid in full;

this entity is responsible for providing payment services within the framework of the Tpay internet service, and

- b) as regards the forms of payment referred to in Section VII paragraph 3 points c) to f) of these Terms and Conditions: Autopay S.A. with registered office in Sopot, ul. Powstańców Warszawy 6, 81-718 Sopot, entered in the National Court Register by the District Court for Gdańsk-North in Gdańsk, 8th Commercial Division under KRS no.: 0000320590, NIP: 585-13-51-185, share capital of PLN 2,205,500, paid in full; this entity is responsible for providing payment services within the framework of the Autopay internet service.

2. Web page of the Payment Service Provider:

- a) referred to in Section VII paragraph 1 point a) of these Terms and Conditions is available here: [Quick online transfers and payments | Tpay](#), and
- b) referred to in Section VII paragraph 1 point b) of these Terms and Conditions is available here: [Reliable online payments](#).

Before making use of the Payment Service Provider's services, please get familiar with its Terms and Conditions.

Before using deferred payment methods, Customers should familiarise themselves with the purchase limits, i.e., the amounts designated for the positive verification of the Customer that are available for making deferred payments, as specified in the Payment Service Providers' Terms and Conditions.

3. The Customer has the option to pay the Ticket price by selecting one of the following methods of payment available in the "Payment" step of the Ordering Process:

- a) Quick transfer;
- b) BLIK;
- c) Google Pay;
- d) Apple Pay;
- e) Deferred payments:
 - PayPo,
 - Blik Płacę Później,
- f) payment cards:

- Visa,
- Visa Electron,
- MasterCard,
- MasterCard Electronic,
- Maestro.



4. Before making the payment, the Customer shall ensure that he/she has been correctly redirected to the Payment Service Provider's website and that the connection is encrypted.
5. The Payment Process shall be completed by the Customer immediately, not later than by the lapse of the time set by TIXY for completing the Ordering Process and the Payment Process together. **Exceeding the time set for completing the Ordering Process and the Payment Process together will result in TIXY cancelling the Purchase Process, even if the Payment Process on the Payment Service Provider's website is not interrupted.** In order to conclude the Sales Contract, it is necessary to commence a new Purchase Process.
6. The payment of the Ticket price by the Customer within the stipulated time constitutes the completion of the Payment Process and is understood as the submission of an offer within the meaning of C.C.

VIII. TICKET DELIVERY

1. TIXY will send the Customer an email containing a **link to the Ticket** to the email address:
 - a) assigned to the Customer's account in the event of a purchase by a logged-in Customer or
 - b) indicated during the Ordering Process, in the case of a purchase without logging in.

2. The Customer agrees that TIXY may send a link to the Ticket by electronic means to the appropriate email address indicated in Section VIII paragraph 1 of these Terms and Conditions.
3. The email containing the link to the Ticket is also a message informing about the completion of the order (conclusion of the Sales Contract between TIXY and the Customer).
4. **In order to open the Ticket, the Customer must click on the “Your TIX” / “Twój TIX” button (or another equivalent button) in the email sent by TIXY containing the link to the Ticket.**
5. The Customer can add the Tickets they have purchased to Apple Wallet or Google Wallet by selecting the “Add to Apple Wallet” or “Add to Google Wallet” (or another equivalent option) from the email containing the link to the Ticket or from the “My TIXes” tab on TIXY Platform.
6. TIXY shall be liable neither for the failure to provide the Customer with an email containing a link to the Ticket nor for the inability to open the link to the Ticket for reasons which are not attributable to TIXY, in particular because of the Customer's provision of an incorrect email address, the failure of the electronic mail used by the Customer, the interception of the email by the anti-spam filter of the electronic mail used by the Customer or its incorrect operation, problems with the internet connection on the part of the Customer or the Customer's internet service provider.
7. The QR code on the Ticket will automatically activate 24 hours before the Event. Until that time, the QR Code on the Ticket will be covered with a padlock symbol, thus inactive and impossible to scan. The Customer should not alter the Ticket in any way, including printing, especially with the QR Code locked. At the entrance to the Event, the Customer is obliged to produce the Ticket with the QR Code without the padlock, which is necessary to verify the Ticket and participate in the Event.
8. In the event that the Customer does not receive an email containing the link to the Ticket or encounters any technical issues related to the Ticket, in particular to the QR code, please contact TIXY immediately by sending an email to: bilet@tixyapp.com or by calling to the phone number: +48 573 366 666 – helpline open Monday to Friday 9:00am – 5:00pm.
9. **Printing the Ticket is not required. In order to participate in the Event, it is sufficient to present the Ticket with the QR code on the screen of a mobile device.**
10. TIXY shall not be liable for Tickets lost or stolen from the Customer or for Tickets damaged through no fault of TIXY.

11. TIXY shall not be liable for Tickets purchased off the official sale conducted on the TIXY Platform.

IX. WITHDRAWAL FROM THE AGREEMENT

1. The Customer **shall not have the right to withdraw from the Ticket Sales Contract**, pursuant to the Article 38(1)(12) of the Consumer Rights Act, which excludes the right to withdraw from distance contracts in the case of contracts for the provision of services relating to entertainment, sports or cultural events, if the contract specifies the day or period of the service provision.

X. TICKET COMPLAINTS

1. TIXY handles complaints regarding the Purchase Process, the conclusion of the Sales Contract, the Ticket and the delivery of the Ticket.
2. Complaints shall be submitted by email sent to the address: reklamacje@tixyapp.com
3. The complaint notification shall include:
 - a) details of the person lodging the complaint (name and surname, address for sending a reply to the complaint, optionally – contact telephone number),
 - b) stating the reason for the complaint and the content of the claim,
 - c) the name of the Event and the order number which the complaint refers to.
4. Incomplete provision of information. referred to in Section X paragraph 3 of these Terms and Conditions, which are necessary for replying to the complaint, may result in difficulty or impossibility to provide such a reply.
5. Before a complaint is handled, the Customer may be asked to provide the Proof of Ticket(s) Purchase to which the complaint relates.
6. Complaints will be handled by TIXY immediately, no later than within 14 days of the receipt of the complaint.
7. Complaints regarding the organisation, conduct and course of the Event should be addressed directly to the Organiser as the entity solely responsible in accordance with the complaint procedure described in the Organiser's Terms and Conditions. Complaints regarding the organisation, conduct and course of the Event shall be considered by the Organiser within the time limit specified in the Organiser's Terms

and Conditions and/or the Event's Terms and Conditions. As regards certain Events, the Customers' complaints that the Organiser is competent to handle may be handled by TIXY within the scope and on the basis of the authorisation by the Organiser.

8. TIXY shall not be liable for the content of the Organiser's replies to complaints.
9. TIXY or the Organiser will notify of the handling of the complaint in the same manner as the complaint was lodged, unless the Customer has indicated that a reply should be sent to a different email address.

XI. OUT-OF-COURT DISPUTE RESOLUTION

1. If a dispute arises between the Customer and Tixy, the Customer shall have the option of seeking out-of-court means of handling complaints and pursuing claims.
2. To that end, the Customer who is a consumer may in particular seek assistance from consumer organisations and city or poviante consumer ombudsmen. A link to the search engine of consumer support institutions is available on the website of the Office of Competition and Consumer Protection: [UOKiK - Consumers – Consumers Institutions- Institution Search](#).
3. The Customer may also use the Online Dispute Resolution (ODR) platform available at the following address: <http://ec.europa.eu/consumers/odr/>.

XII. RETURNS – CANCELLATION OF AND MATERIAL CHANGE TO AN EVENT

1. A Ticket refund is possible in the event of cancellation of the Event or a Material Change to the Event, unless the Organiser's Terms and Conditions and/or the Event Terms and Conditions provide for additional circumstances that entitle the Client to receive the Ticket refund.
2. If an **Event is cancelled** or there is a **Material Change to an Event consisting in a change to the date and/or venue of the Event**, Customers will be informed by email and/or SMS and/or telephone immediately after the Organiser has provided TIXY with such information or after such information has been provided by the Organiser on the Platform. In addition, the relevant information will appear on the Event Page and there will be a change in the status of the Event for logged Customers on the TIXY Platform in the "My TIXes" tab (or another equivalent tab).
3. In the situation of a Material Change to an Event of a different character than a change to the date and/or venue of the Event, TIXY shall inform the Customers of such change immediately provided that the Organiser has communicated the

information to TIXY. The information will be communicated to Customers in the form of an email sent to the email address assigned to the Customer's Account or provided by the non-logged-in Customer during the Ordering Process.

4. **Note! A Material Change to an Event does not include a change in casting to understudies, a change in the composition of an ensemble and/or programme of an Event involving several performers, changes of additional performances or changes in the opening hours of the gates before the start of the Event.**
5. TIXY shall not be liable for failing to inform the Client of the cancellation of an Event or the occurrence of a Material Change to an Event where TIXY has not received such information from the Organiser or where the Organiser has not changed the status of the Event on the TIXY Platform.
6. Where **an Event is cancelled**, a refund (the price of the Ticket including the Service Fee included therein) shall be ordered in the Customer's favour as soon as TIXY has received information of the cancellation of the Event from the Organiser, but no later than within 14 days of TIXY announcing the cancellation of the Event by email or on the TIXY Platform.
7. In the situation of a **Material Change to an Event** consisting in a change of date and/or venue of the Event, the Customer will receive a message sent to the email address assigned to the Account or provided by a non-logged-in Customer during the Ordering Process, in which the following proposals may be presented to the Customer:
 - a) participation in the event covered with the Material Change to an Event,
 - b) selection of another Event from among those organised by the Organiser, if possible,
 - c) Ticket refund.
8. In the case of selecting the option of another Event from among the Events organised by the Organiser, referred to in Section XII paragraph 7 point b) in these Terms and Conditions, the Customer is obligated to respond to the message referred to in Section XII paragraph 7 of these Terms and Conditions no later than by the new date of the Event. The Customer's reply should be sent by email to the address from which the message with the proposal(s) was sent or to another email address indicated in the message. Failure to reply to the message referred to in Section XII paragraph 7 of these Terms and Conditions shall be equivalent to the Customer's willingness to participate in the Event to which the Material Change of Event relates. In the case of selecting the option of the Ticket refund referred to in Section XII paragraph 7 point c) of these Terms and Conditions, **the Customer is obligated to send a refund request to the email address bilet@tixyapp.com within the timeframe established by**

applicable laws and regulations.

9. If the Ticket refund option referred to in Section XII paragraph 7 point c) of these Terms and Conditions is selected, the refund shall be ordered in the Customer's favour immediately, no later than within 14 days from the date of delivery to TIXY of the request for the Ticket refund referred to in Section XII paragraph 7 point c) of these Terms and Conditions.
10. The Ticket shall be refunded using the same method of payment as the Customer used, unless the Customer has expressly agreed to a different refund method that does not involve any cost to the Customer.
11. A refund for a Ticket results in the cancellation of the returned Ticket.
12. At the discretion of the Organiser, in the situation of a Material Change to the Event consisting in a change to the date and/or venue of the Event, Customers with an Account may be able to request a Ticket refund via the TIXY Platform within the timeframe indicated in the message referred to in Section XII paragraph 8 of these Terms and Conditions. To that end, on the list of Tickets of the logged-in Customer (available in the "My TIXes" tab or an equivalent one), there will be displayed an option allowing to send a refund request ("Returned TIX" option or an equivalent one).
13. Submitting a refund request for the Ticket within the timeframe indicated above releases the Customer from the need to reply to the message referred to in Section XII paragraph 6 of these Terms and Conditions.
14. Decisions regarding the Event, including the cancellation of the Event or a Material Change to the Event, shall be made by the Organiser in accordance with the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions.
15. **The above provisions do not restrict the Customer's rights deriving directly from applicable law provisions.**

XIII. PERSONAL DATA

1. TIXY processes the Customer's personal data in accordance with the generally applicable laws, in particular in accordance with the GDPR, with emphasis on the application of technical and organisational measures appropriately adapted to the personal data subject to the processing.
2. Detailed information on data protection can be found in the Privacy Policy www.tixyapp.com/privacy-policy.

XIV. COPYRIGHTS

1. TIXY and/or the Organisers own the copyright or other rights in the contents posted on the TIXY Platform. Unless otherwise stated, also all images, graphics as well as other creative elements are protected by copyright or other protective rights. TIXY does not consent to any use, copying, modification or reproduction thereof in any way.

XV. AMENDMENTS TO THESE TERMS AND CONDITIONS

1. TIXY reserves the right to amend these Terms and Conditions for important reasons, i.e. in the case of:
 - a) changes in the law – the necessity to adapt these Terms and Conditions to laws directly affecting them and resulting in the necessity to modify these Terms and Conditions in order to comply with the law;
 - b) the issuance of recommendations, orders, rulings, provisions, interpretations, guidelines or decisions by competent public authorities;
 - c) development, change of the functionalities of the TIXY Platform, including the change of technical requirements, as well as the introduction of new services provided by electronic means or the change of the existing functionalities of the TIXY Platform;
 - d) the occurrence of ambiguities, errors or clerical mistakes in these Terms and Conditions, as well as changes in contact details, names, identification numbers, electronic addresses or links provided in these Terms and Conditions;
 - e) the need to counteract misuse or for security reasons;
 - f) the need to improve the quality of service.
2. The amendment to the content of these Terms and Conditions shall be effective as of the date indicated in the announcement about the amendment to these Terms and Conditions posted on the TIXY Platform and/or sent by email informing about the amendments. The Customers will be informed about the amendment to these Terms and Conditions 7 days prior to its effective date at the latest.
3. The amendment to these Terms and Conditions shall not apply to Tickets purchased by the Customer on TIXY Platform before the amendment to these Terms and Conditions has been introduced. The Ticket Sales Contracts concluded before the amendment to these Terms and Conditions are subject to the provisions of the Terms and Conditions in force as of the date of conclusion thereof.

4. The current and previous versions of these Terms and Conditions are stored on a third-party provider's durable medium and are always available as a PDF document from the level of the TIXY Platform. The link to the version of the Terms and Conditions applicable on the day of the Ticket purchase is sent to the Customer in the email mentioned in Section IV paragraph 6 point c) of these Terms and Conditions, along with the link to the purchased Ticket.

XVI. FINAL PROVISIONS

1. Each Sales Contract constitutes a separate legal relationship and requires separate acceptance of these Terms and Conditions.
2. In the event of any discrepancy between these Terms and Conditions and the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the terms of participation in the Event, these Terms and Conditions shall prevail, except for the provisions of these Terms and Conditions that reserve the priority of the Organiser's Terms and Conditions and/or the Event Terms and Conditions and/or the Venue Terms and Conditions and/or other guidelines specifying the terms of participation in the Event.
3. In the event of any dispute the court of appropriate jurisdiction shall be competent, in accordance with the applicable law.
4. No provisions of these Terms and Conditions shall exclude or limit the Customer's rights under applicable law provisions.
5. The principles of use of the Platform's functionalities, including the Account service, are regulated in the Terms and Conditions for the Provision of Services by Electronic Means for the Platform.
6. Issues not regulated in these Terms and Conditions shall be governed by applicable provisions of the Polish law.
7. This version of these Terms and Conditions shall apply from the 12th of November 2024.